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Attorneys for Plaintiff
 Morgan Stanley DW Inc.

UNITED STATES DISTRICT COURT
 NORTHER DISTRICT OF CALIFORNIA - SAN JOSE

Morgan Stanley DW Inc.,
 a corporation,

Plaintiff,

v.

Jeffrey R. Collison, an individual, and Deborah
 Juran, an individual,

Defendants.

CASE NO. C-06-04827 RMW

~~Proposed~~ STIPULATION FOR
 PROTECTIVE ORDER AND
 ORDER THEREON

STIPULATION FOR PROTECTIVE ORDER AND PROTECTIVE ORDER:

Plaintiff Morgan Stanley DW Inc. ("Morgan Stanley") and Defendants Jeffrey Collison and Deborah Juran, by and through their respective attorneys, hereby stipulate and agree as follows:

The above-entitled action (the "Action") may involve disclosure of confidential and proprietary business and financial information. In light of this fact, the parties to this Stipulation for Protective Order and Protective Order (the "Protective Order") hereby stipulate that the following protective order be entered by the Honorable Ronald M. Whyte.

1. All documents, testimony or other information obtained through or in connection with this Action (including documents produced by the parties to this Action,

1 any third party or third party witnesses through discovery or otherwise) shall be designated
2 and treated as "Confidential" or "Confidential-Attorneys' Eyes Only" under this Protective
3 Order. Either party may dispute the designation of any document, testimony or other
4 information as "Confidential - Attorney Eyes Only" by filing a motion with the United States
5 District Court no later than ten (10) days after production of the disputed documents,
6 testimony or information. Such documents, testimony or information shall continued to be
7 treated as "Confidential - Attorneys' Eyes Only" until a final decision by the United States
8 District Court.

9 2. Such "Confidential" documents or other information may be disclosed and
10 accessible only as follows:

11 (a) To the individual defendants;

12 (b) To the attorneys of record, as well as Morgan Stanley's and third party RBC
13 Dain Rauscher's in-house counsel, and employees of such attorneys to whom it is necessary
14 that the material be shown for the purposes of the Action;

15 (c) To the employees, officers, and directors of Morgan Stanley and third party
16 RBC Dain Rauscher to whom it is reasonably necessary that the material be shown for
17 purposes of the Action;

18 (d) To expert witnesses or consultants who are employed by a party or its attorneys
19 of record in this Action to assist in the preparation of this case for trial, provided that each
20 person to whom disclosure is made pursuant to this paragraph 2(d) agreed to be bound by
21 this Protective Order pursuant to paragraph 5 below;

22 (e) To court reporters involved in transcribing deposition or other proceedings in
23 this Action;

24 (f) To non-party deponents or witnesses, but only in preparation for or during the
25 course of their deposition in this Action, and such documents or information may not be
26 disclosed or used for or in any other judicial, administrative or other proceeding of any kind
27 whatsoever; provided that each person to whom disclosure is made pursuant to this
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1 paragraph 2(f) has been shown a copy of and has agreed to be bound by this Protective
2 Order pursuant to paragraph 5 below; and

3 (g) Such other persons as hereafter may be designated by written agreement
4 between the parties to this Action or by order of the United States District Court upon
5 noticed motion.

6 3. Such "Confidential-Attorneys' Eyes Only" documents or other information
7 may be disclosed and accessible only to Kenneth Webster, David H.S. Commins, Patrick
8 Folan, or Steven Brennan. Notwithstanding Paragraphs 2 and 3, such documents or other
9 information may be used in the Action provided that they are lodged or filed with the United
10 States District Court in accordance with all applicable rules of court.

11 4. "Confidential" or "Confidential-Attorneys' Eyes Only" documents, testimony
12 and other information, and all copies, abstracts, compilations, extracts, and complete or
13 partial summaries of any "Confidential" or "Confidential-Attorneys' Eyes Only" documents,
14 testimony and other information, shall be used by the person to whom it is disclosed solely
15 for purposes of this Action, and recipients shall not disseminate the information to anyone
16 except pursuant to the terms of this Protective Order or as the United States District Court
17 may otherwise direct. "Confidential" or "Confidential-Attorneys' Eyes Only" documents,
18 testimony and other information, and all copies, abstracts, compilations, extracts, and
19 complete or partial summaries of any "Confidential" or "Confidential-Attorneys' Eyes Only"
20 documents and information, shall not be used for any business or other purpose unless
21 agreed to in writing by all parties to this Protective Order, or as authorized by further order
22 of the United States District Court upon noticed motion.

23 5. Except by written consent of the producing party, each person to whom
24 "Confidential" documents or other information is disclosed hereunder, prior to the time he
25 or she receives the information in any form whatsoever, shall be provided with a copy of this
26 Protective Order and shall certify that he or she has read the Protective Order, fully
27 understands its terms, and will be bound by its terms by signing a certificate in the form set
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1 forth in Exhibit "A." Counsel making disclosure to any such person shall retain the original
2 executed copy of the certificate.

3 6. At the conclusion of the Action and of any appeals or upon other final
4 termination of this matter, all documents, testimony, and other information received pursuant
5 to the provisions of this Protective Order (and all copies, abstracts, compilations, extracts,
6 and complete or partial summaries of the documents and other information) shall be,
7 following request by the producing party, promptly returned to the producing party. The
8 provisions of this Protective Order insofar as they restrict the communication and use of
9 "Confidential" or "Confidential-Attorneys' Eyes Only" documents, testimony, or other
10 information shall, absent written permission of the producing party or further order of the
11 United States District Court, continue to be binding on all parties subject to the terms of the
12 Protective Order, notwithstanding the entry of any judgment or dismissal herein.

13 7. The designation of documents, testimony, or other information as
14 "Confidential" or "Confidential-Attorneys' Eyes Only" under and through this Protective
15 Order is intended solely to facilitate the preparation and trial of this Action. Treatment by
16 counsel or the parties of such material in conformance with the designation shall not be
17 construed as an admission, by any party, that the designated document, testimony, or other
18 information contain trade secrets, proprietary information or is otherwise confidential
19 information. Conversely, failure to so designate any document, testimony, or other
20 information shall not constitute a waiver of any party's claim either within or outside this
21 Action that any such documents or other information do contain trade secrets, proprietary
22 information or is otherwise confidential information.

23 8. This Protective Order may be modified by further order of the United States
24 District Court or by written agreement of the parties or their counsel, subject to the approval
25 of the United States District Court, provided that any such agreement be in the form of a
26 stipulation that shall be filed with the United States District Court and made a part of the
27 record in this Action.

1 9. Notwithstanding the foregoing provisions, this Protective Order shall be
2 without prejudice to the right of any party to challenge the propriety of discovery on other
3 grounds, and nothing contained herein shall be construed as a waiver of any objection that
4 might be raised as to the admissibility at any proceeding in this Action of any evidentiary
5 material. The parties reserve all rights to apply to the United States District Court for an
6 order modifying this Protective Order or seeking further protection.

7 10. This Protective Order shall not preclude any party from introducing
8 "Confidential" or "Confidential-Attorneys' Eyes Only" documents or information into
9 evidence in the trial in this Action.

10 11. This Protective Order shall not preclude the parties to this Action from
11 agreeing in writing to an alternative procedure for any particular documents or information.

12 12. Nothing contained herein shall be deemed a waiver of either party's right to
13 object and withhold documents or refuse to respond to discovery, subject to a ruling by the
14 United States District Court on the grounds that the information or documentation is subject
15 to a privilege, is a trade secret, or is private or confidential information. In the event any
16 document or information is the subject of a subpoena, within two business days of receipt
17 of the subpoena, the party that has received the subpoena or order to produce shall
18 immediately notify counsel for the party whose documents or information are subject to the
19 subpoena to allow that party the opportunity to object to the subpoena or move to quash the
20 subpoena.

21 13. Any document designated "Confidential" or "Confidential - Attorney's Eyes
22 Only" that is made an exhibit to any deposition in this Action, and any deposition testimony
23 that is designated "Confidential" or "Confidential - Attorney's Eyes Only," shall be bound
24 by the reporter in a separate volume which shall be labeled "Confidential" or "Confidential
25 - Attorney's Eyes Only."

26 14. It is the intention of the parties to submit a stipulation for protective order to
27 the arbitration panel of the NASD Dispute Resolution, Inc. assigned to hear this matter as
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ST. JOHN, WALLACE, BRENNAN
& FOLAN LLP

By: /s/ Steven W. Brennan
Attorneys for Plaintiff
Morgan Stanley DW Inc.

COMMIN, TEMPLETON & WEBSTER P.C.

By: /s/
Kenneth C. Webster, Esq.
Attorneys for Defendants

DATED: August 28, 2006

~~XXXXXXXXXXXX~~
NANDOR J. VADAS
United States Magistrate Judge

PATRICK J. FOLAN (STATE BAR #125340)
STEVEN W. BRENNAN (STATE BAR #110256)
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**CERTIFICATE REGARDING
CONFIDENTIALITY**

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I hereby certify that I have received a copy of and have carefully read the Protective Order in this case and that I fully understand the terms of the Court's Order. I agree to be bound by the terms of that Order, and I agree to comply with those terms. I agree that any information which I receive pursuant to that Order and this Certificate shall not be used for any purpose other than in connection with the prosecution or defense of this matter and shall not be revealed by me to any person except in compliance with the Order.

Executed on _____, 200__, at _____,
_____.

(Signature)

Name: _____

Affiliation: _____

Business Address: _____

Home Address: _____

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